

FOR AUG 7

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MINUTES

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The Town of Manteo Board of Commissioners held their Regular session August 5, 2020 at the Manteo Town Hall, 407 Budleigh Street and via teleconference by calling +1-253-215-8782, +1-301-715-8592, or +1-346-248-7799 and then entering the Meeting ID of 622-572-789. at 6:30 p.m.

The following members were present:

Mayor Bobby Owens
Commissioner Darrell Collins
Commissioner Christine Walker
Commissioner Eddie Mann
Commissioner Richie Burke
Commissioner Betty Selby
Commissioner Jason Borland

The following members were absent:

Also present at the meeting were:

Town Manager James Ayers
Town Clerk Becky Breiholz
Town Attorney Ben Gallop
IT Director Carl Woody
PIO Michele Bunce

Town Manager James Ayers did a roll call of those present: Mayor Owens-present; Commissioner Collins-present via remote teleconference; Commissioner Walker via remote teleconference. The following Commissioners were physically present: Commissioner Mann-present; Commissioner Burke-present; Commissioner Selby-present and Commissioner Jason Borland-present. A quorum was established.

Mayor Owens called the meeting to order at 6:30 pm followed by a moment of silent meditation and the Pledge of Allegiance.

SUBJECT: Adoption of Agenda as presented or amended.

MOTION: Commissioner Mann seconded by Commissioner Walker to approve the agenda as presented was approved by the following roll call vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

SUBJECT: Adoption of the items on the Consent Agenda as presented or amended.

MOTION: Commissioner Collins seconded by Commissioner Borland to approve the following items on the consent agenda: July 1, 2020 Regular; July 15, 2020 Recessed minutes; Resolution 2020-05 Disposal of Surplus property Sir Walter Raleigh Street; Resolution 2020-07 Update Dare County Program for Public Information; Resolution 2020-08 Designation of Applicants agent COVID 19; CARES Act Funding Agreement with Dare County; Title VI Compliance documents and policy Interlocal Agreement with Dare County on Debris Monitoring on the consent agenda as presented was approved by the following roll call vote:

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Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Nays: None. Absent: None.

PRESENTATIONS

SUBJECT: Census presentation-Derek A. Dorazio, Partnership Specialist with the US Census Bureau and Regional Representative gave the Board an update on the 2020 Census there has been some increase in the response rate over the past 2 weeks and for Manteo the response rate is 23.3%. They are focusing on counting year-round residents and only about 62%-year-round residents have responded which is the lowest percentage of year-round residents of all 6 municipalities in Dare County. Non-response follow-up will start as early as August 11, 2020. Ways to increase self-response rates would be to put notices on utility bills; social media; website; emails; texts, fliers, major employers, churches, food distribution sites; COVID 19 testing sites.

SUBJECT: Town of Manteo Website-Carl Woody, IT Director displayed the new Town website for the Board and gave a basic overview of how the new website works. Mr. Woody gave the Board a brief history of how the website was developed. It will tell the story of the Town and is easier to navigate. Mr. Woody stated that we had a website team that visited other websites to help with the design. There were 3 most popular web pages were the web cam; the news and the calendar. Another important feature of the website is accessibility. He thanked staff for all their help on getting this done.

SUBJECT: Update Utility Programs under COVID-19:

1. Payment Plans under Executive Order 124. Mr. Ayers gave the Board an overview and as of July 31st we have \$12,476 past due residential and \$8,382.49 commercial accounts. In accordance with Governor Cooper's EO #124 issued on March 31, 2020 no new penalties for late payments or disconnection fees or reconnection fees will be imposed on residential accounts for a period of sixty days for late payments. This payment plan is in accordance with EO #124 and gives the residents 6-month payment plan. On March 18, 2020, the Board of Commissioners provided the Town Manager with the authority to extend this relief to commercial accounts as well. All water and sewer utility charges billed are due and payable before the due date issued on utility bills. Customers are not relieved of their obligation to pay bills for receipt of any service covered by the order. Charges for utility service will continue to accrue in accordance with the North Carolina General Statutes and the Town of Manteo Code of Ordinance. Staff is reaching out to residents and businesses to let them know that the payment plan form is available.
2. Manteo Resident Relief Fund-The Manteo Resident Relief Fund was authorized by the Board of Commissioners to assist residents who are unable to pay their past due water and sewer service fees accrued during the Coronavirus (COVID-19) emergency. Relief is offered to residents who have experienced job losses, reductions in work hours, or additional expenses to COVID 19. Maximum award is \$500 per household and the Relief Fund program is limited to \$100,000. Awards are grants not loans. Awarded funds will be paid directly to the Water and Sewer Fund on behalf of the applicant. Mr. Ayers also stated that some personnel information on the application may be public records and what

is not public information will not be released in accordance with the N.C. General Statutes. Commissioner Collins asked how many have applied and Mr. Ayers stated that it is just happening now, so we have not had any applications yet. Our Finance Department will be reaching out and letting them know that it is available.

SUBJECT: Update on Committees and Recruitment-Mr. Ayers stated this topic has been discussed before and the Board has appointed members of the community to time limited task force and committees, but for longer term committees it is best to have them outlined in our ordinances like the Cemetery Board, Planning Board and Board of Adjustment. The Special Events committee needs to be reconstituted and right now it is not listed as a formal committee in our ordinance and if the Board desires to do that, he suggests we do that. The Special Events committee there may a need to have an overall committee that meets quarterly to discuss overall strategy; we also found that there are groups of people that want to work on only one event. If the Board wants that to happen, he can bring the language back for the Board to review at their September meeting. Consensus of the Board for Mr. Ayers to do that.

Another committee the Board might want to consider is the Community Police Advisory Board. There used to be one, but it has fallen by the wayside. It would be an opportunity to take our community police to the next level if the Board so desires to have that in place. Consensus of the Board was for language to establish this committee and for both the committees to be a diverse group of the community.

Another thing he would like to bring to the Boards attention that in our existing ordinance there is a rule that states if someone misses two consecutive meetings whether or not it is excused; they are terminated from that board. The Board might want to make that requirement more flexible for excused absences and allowing the chair to determine whether or not the reason they missed is an excused absence. Commissioner Walker would like that to be applicable to the Planning Board but is okay with the other Committees. Commissioner Mann suggested adding language that states compensated boards meet that requirement and voluntary boards allow for excused absences. After discussion consensus of the Board is to keep the requirement for paid board's only. Mr. Ayers will have that language for the Board at their September meeting. For recruitment we will use social media, newspaper, website and reach out to every neighborhood. Mr. Ayers said there would be diversity, equity, and inclusion and we will expand our recruitment also by placing this on our water bill to make it easier to engage. Also identify neighborhood champions who can get the word out.

PUBLIC COMMENTS

Mayor Owens opened up public comments and Mr. Ayers read the Public Comment statement: *Members of the public are invited to address the Board of Commissioners on any topic. Public Comment is not intended to require the Board to answer any impromptu questions or to take any action on items brought up during the public comment period. Speakers will address all the comments to the Board as a whole and not one individual Commissioner. Discussions between speakers and members of the audience will not be allowed. Time limits are 3 minutes per person or 5 minutes per group. Please identify yourself and your location so that your statements can be recorded.*

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Mr. Ayers asked that they need to hit *9 to raise their hand and will identify the caller by the last 4 digits of their phone number.

#0302-Jim Contristan, Compton Street and wanted to thank the Board for considering the request to accept our donation of the Marshes Light boardwalk and easement area and hiring an engineer to review our request.

#5545-Bill Husted, Compton Street, thanked the Board for hearing the request for the donation to the Town of the Marshes Light boardwalk. We did a simple survey of owners and received 37 responses and there is strong support for the proposal of the Town taking over the boardwalk and hope they will move forward with the study to determine feasibility.

NEW BUSINESS

SUBJECT: Approval of Resolution 2020-06 Intent to Annex property owned by the Town of Manteo and scheduling a public hearing. This is vacant land located on Sir Walter Raleigh and Bideford across from the Pea Island Cookhouse museum. The land is owned by the Town and should be subject to all Town regulations. The Board will need to approve the resolution and set the public hearing.

MOTION: Commissioner Selby seconded by Commissioner Mann to approval Resolution 2020-06 and to schedule a public hearing for September 2, 2020 was approved by the following roll call vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

MAYOR'S/COMMISSIONERS COMMENTS

Commissioner Borland commented the website looks great. He commented on the committees and we do not want to lose old applications and wanted to make sure that we clean them up and make sure they are accurate.

Commissioner Mann asked that a cost analysis and evaluation of costs for the Town to maintain the Marshes Light boardwalk be given to them so they would have a better understanding of what they might be undertaking. Mr. Ayers, we do have an estimated cost from a qualified engineer to do that study and it was estimated to be \$2800 for that study and if the Board chooses to move forward thinks that the study could be done by their September meeting but does not want to commit to that.

Commissioner Burke thanked the Public Works Department for the cleanup after the storm, they were at work early and stayed late.

Commissioner Walker had a suggestion for the website and thinks that we should have a group photo of the Commissioners. The last picture they had was from 2013 and maybe getting our picture taken the next time they are together; thinks it would be helpful to our citizens who do not know them. She does not want to expend a lot of funds in doing that. Mr. Ayers, we do have

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photographer who can help with that, either a group picture or individual picture next to their email address. Mr. Ayers will coordinate with the photographer.

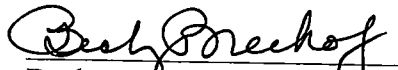
Commissioner Burke asked if we wanted to cancel the August workshop meeting and Mr. Ayers stated they have no business for the August 19th meeting.

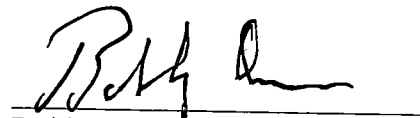
MOTION: Commissioner Mann seconded by Commissioner Selby to cancel the August 19th meeting and adjourn until September 2, 2020 was approved by the following roll call vote:
Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

Mayor Owens adjourned the meeting at 7:45 pm

This the 5th day August of 2020

ATTEST:


Becky Breiholz, Town Clerk


Bobby Owens, Mayor





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RESOLUTION #2020-05
Authorizing Sealed Bid Sale

WHEREAS, the Board of Commissioners of the Town of Manteo desires to dispose of certain real property owned by the Town of Manteo and located at 604 Sir Walter Raleigh Street, Manteo, N.C 27954 and Dare County Parcel #025623000 and Pin #988018400873 (the "Property") via advertisement and sealed bid with a minimum bid value of \$50,000.00; and

WHEREAS, North Carolina General Statutes §§ 160A-266(a)(2) and 268 authorize the Town of Manteo to sell real property by advertisement and sealed bid upon advertisement of the same for not less than 30 days before the date fixed for opening bids.

NOW, THEREFORE, BE IT RESOLVED by the Town of Manteo Board of Commissioners that:

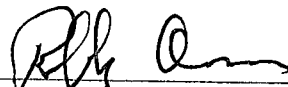
1. The Board of Commissioners hereby authorizes the sale of the by advertisement and sealed bid consistent with the terms of this resolution the Property referenced above which is more particularly described as being all that property conveyed to the Town of Manteo via the deed recorded at Book 2359 and Page 164 of the Dare County Pubic Registry.
2. The Town of Manteo will accept sealed bids for the Property until 3:00 P.M. on Tuesday, September 15, 2020. Bids shall be delivered to the office of the Town Manager, Town of Manteo, 407 Budleigh Street, P.O. Box 246, Manteo, NC 27954.
3. At 3:00 P.M. on September 15, 2020 all bids received shall be opened in public and the amount of each bid recorded. The record of bids shall be reported to the Board of Commissioners during their regular meeting on Wednesday, September 16, 2020 at 5:00 P.M.
4. Bids below the minimum value of \$50,000.00 will be rejected.
5. The Board of Commissioners will determine the highest responsible bidder for the property and will award the bid or reject all bids by the end of the Board's regular meeting which begins on Wednesday, October 7, 2020 at 6:30 P.M. Bids will remain open and subject to acceptance until the Board of Commissioners awards a bid or rejects all bids.
6. In order to be responsible a bid must be accompanied by a bid deposit of five percent (5%) of the amount of the bid. A bid deposit may take the form of cash, a cashier's check, a certified check, or a surety bond. The deposit of the high bidder to whom the

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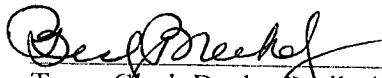
award is made will be held until sale of the Property is closed which shall occur on or before the 20th day of November, 2020 with time being of the essence. If the bidder to whom the award is made fails to or refuses at any time to close the sale, the deposit will be forfeited to the Town of Manteo. The deposits of other bidders will be returned at the time the Board of Commissioners awards the bid for the Property to the highest bidder.

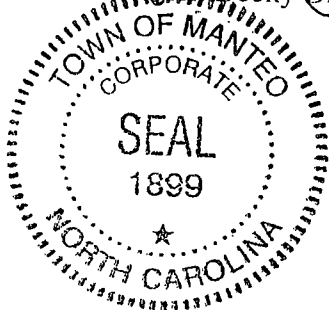
7. In order to be a responsible bid to be considered for the award of the bid by the Board of Commissioners, a bidder must be current on payment of all property taxes owed to the Town of Manteo.
8. The Town of Manteo reserves the right to withdraw the Property from sale at any time and the right to reject all bids.

Adopted this 5th day of August, 2020.


Mayor Bobby Owens

ATTEST:


Town Clerk, Becky Breiholz





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A RESOLUTION #2020-07 ADOPTING THE 2020 UPDATE OF THE DARE COUNTY PROGRAM FOR PUBLIC INFORMATION

WHEREAS, Town of Manteo participates in the Community Rating System (CRS) program and has instructed staff to actively pursue additional CRS credit to increase our CRS classification; and

WHEREAS, the Community Rating System (CRS) program offers discounts on flood insurance policies and continued participation in the CRS program is of primary importance to the Town of Manteo and;

WHEREAS, the CRS manual outlines a process for the adoption of a Program for Public Information (PPI) which formalizes all outreach activities to be implemented in conjunction with the CRS program; and

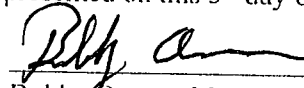
WHEREAS, in 2015 the Town of Manteo and Dare County, in conjunction with a stakeholders committee, developed a Program for Public Information that identified goals, target audiences, and outreach activities to increase awareness of the importance of flood insurance, property protection measures, and hurricane preparedness; and

WHEREAS, the PPI also includes an assessment of flood insurance coverage, insurance coverage analysis, and coverage improvement strategies for credit under Section 370 of the CRS manual; and

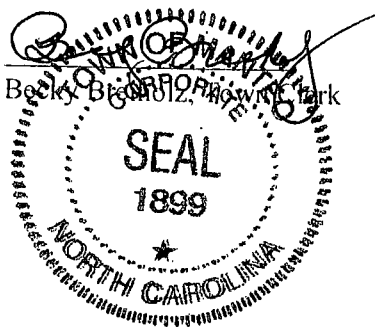
WHEREAS, as part of the five-year CRS cycle review, the 2015 Program for Public Information must be reviewed and updated to ensure the goals, target audiences and outreach activities remain relevant; and

WHEREAS, the PPI stakeholder committee reviewed the final draft on July 8, 2020 and voted unanimously to endorse the Program for Public Information for adoption by the local elected boards of Dare County and the Town of Manteo.

NOW THEREFORE BE IT RESOLVED the Town of Manteo Board of Commissioners does hereby adopt the 2020 Update of the Program for Public Information as presented on this 5th day of August 2020.


Bobby Owens, Mayor

ATTEST:



REIMBURSEMENT CONTRACT

NORTH CAROLINA
DARE COUNTY

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THIS REIMBURSEMENT CONTRACT, made and entered into this 5th day of August 2020, by and between the County of Dare, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Manteo, a North Carolina municipality organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Sub-Grantee");

WITNESSTH

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Dare County totals \$1,570,418;

WHEREAS, local municipalities have been critical partners in our emergency response to the COVID-19 pandemic, accordingly, Dare County will distribute funds as sub-grants to these entities; and

WHEREAS, the County and Sub-Grantee mutually desire to establish the means and method for the allocation of Sub-Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the amount of \$26,141.
3. The Sub-Grantee must file an expenditure plan with the County by 8/24/2020 and the County must file that plan with the NC Pandemic Recovery Office by 9/1/2020. Per SL-2020-80, failure to file a plan by 9/1/2020 results in loss of this sub-grant funding to Sub-Grantee.
4. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:
 - ⊗ Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

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- Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the budget proposal submitted to County by Sub-Grantee;
- Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
- County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act."

5. Reimbursement Process. Following receipt of the report and certification requesting reimbursement of the Sub-Grantee the County shall review for compliance. County will notify Sub-Grantee of its approval or denial within thirty (30) days of receipt of Certification and request for reimbursement. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies.

Approved reimbursements will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

6. Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Sub-Grantee for uses in violation of CRF regulations shall be repaid by Sub-Grantee to the County upon demand and Sub-Grantees shall indemnify and hold harmless County from, any liability, including reasonable attorney's fees, arising from Sub-Agent's violation of CRF requirements.

7. Maintain Records. The Sub-Grantee shall maintain records documenting each expenditure that is subject for reimbursement under CRF and will provide that documentation to the County upon request or make such documentation available should there be an audit of expenditures of these CARES Act sub-grant funds.

8. Failure to make Timely Reimbursement Requests. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Sub-Grantee's most recently approved budget as of March 27, 2020. Qualifying requests for reimbursements of sub-grant funds must be delivered to Dare County Finance, attention Finance Director, by not later than December 28, 2020. Any portion of the maximum amount of sub-grant funds listed as available for reimbursement uses by Sub-Grantee that are not properly and timely requested for disbursement by Sub-Grantee shall be retained by Dare County and may be expended by Dare County for any CARES Act eligible expenses as determined in its sole discretion.

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

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- ⊗ Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Dare County Resident Superior Court Judge shall name a mediator to hear the matter.
- ⊗ The parties shall equally share the mediator's fee. The mediation shall be held in Dare County at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- ⊗ Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Manteo, Dare County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Dare County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to:

Shannon Twiddy, Finance Director
Town of Manteo
P.O. Box 246
Manteo, NC 27948

If to the County, to:

David Clawson, Finance Director
Dare County Finance
P.O. Box 1000
Manteo, NC 27954-1000

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

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Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Sub-Grantee's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Sub-Grantee or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Sub-Grantee prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Sub-Grantee (and, to the extent possible, give Sub-Grantee the opportunity to contest any disclosure of information or records Sub-Grantee believes should not be disclosed) before making any such disclosure.

E-Verify. Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Counterparts. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursement Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

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Town of Manteo

County of Dare

By 
(authorized signer)

By _____
County Manager



This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act

144600-560095-28077

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Debris Removal Monitoring Contract Use Interlocal Agreement

This Agreement, made and entered into this the 5th day of August 2020, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Manteo ("Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

A. In the event of a natural disaster, the President of the United States and/or the Governor of the State of North Carolina may declare Dare County a disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including grants under the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program for debris removal.

B. FEMA encourages PA grant applicants to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for PA grant funding. Monitoring debris removal operations requires the PA applicant's comprehensive observation and documentation of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor debris removal operations may jeopardize PA funding.

C. In order to ensure proper monitoring of debris removal operations Dare County, through a 2 C.F.R. PART 200 (UNIFORM RULES) compliant competitive bid process, which included the possibility of debris monitor activity within the Town as well as unincorporated Dare County, has entered into contracts with debris removal monitoring companies ("Contractors") for FEMA compliant debris removal monitoring ("Contracts"), and the Town desires to utilize the County contract through this Agreement for debris removal monitoring within the Town.

D. The County and Town are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. In the event of a natural disaster, the County, upon activation of the Contracts, shall include the Town in debris removal discussion to include debris removal monitoring requirements;

2. Pursuant to this Agreement, the Town shall:

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- a. Identify personnel to coordinate with County and the Contractors for debris removal monitoring activities within the Town's jurisdiction.
 - b. Utilize debris removal monitoring contract services currently approved to do debris removal monitoring by the county.
 - c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from debris removal monitoring work performed by the Contractors pursuant to the Contracts.
 - d. Negotiate with the Contractors for any expenditure for debris removal monitoring reimbursement by Federal or state disaster relief assistance.
 - e. Cooperate in good faith with the Dare County and Contractors in the disaster recovery and cleanup process.
3. Pursuant to the Agreement, the County shall:
- a. Coordinate debris removal monitoring efforts pursuant to the terms and conditions of the contracts.
 - b. Respond in a good faith effort to specific requests for assistance from the Town.
 - c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Town of such termination or modification.
4. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to monitoring work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by Dare County.
5. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.
6. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
7. This Agreement may be modified only by the prior written approval of both parties.
8. Any notice, acceptance, request, or approval from either party to the other party shall be in writing. Electronic mail is the preferred method.
9. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.
10. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall

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not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

11. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

12. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF Manteo

COUNTY OF DARE

Robt. Quinn
Mayor

Chairman

ATTEST:

ATTEST:

Beal Poretsky
Clerk to the Council

Clerk to the Board

This instrument has been
pre-audited in the manner
required by the Local
Government Budget and
Fiscal Control Act

8/5/20
Date

Seamus Lely
Finance Officer

AUG 05 2020

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DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

2020.08

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

Town of Manteo

PRIMARY AGENT

AGENT'S NAME

Casey Howell

ORGANIZATION

Town of Manteo

OFFICIAL POSITION

Accountant

MAILING ADDRESS

PO Box 246

CITY, STATE, ZIP

Manteo, NC 27954

DAYTIME TELEPHONE

2524734107

FACSIMILE NUMBER

2524732135

PAGER OR CELLULAR NUMBER

SECONDARY AGENT

AGENT'S NAME

Melissa Dickerson

ORGANIZATION

Town of Manteo

OFFICIAL POSITION

Planner

MAILING ADDRESS

PO Box 246

CITY, STATE, ZIP

Manteo, NC 27954

DAYTIME TELEPHONE

2524732133

FACSIMILE NUMBER

2524732135

PAGER OR CELLULAR NUMBER

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, PUBLIC LAW 93-283 AS AMENDED, OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

CHIEF FINANCIAL OFFICER

NAME

Shannon Twiddy

ORGANIZATION

Town of Manteo

OFFICIAL POSITION

Finance Officer

MAILING ADDRESS

PO Box 246

CITY, STATE, ZIP

Manteo, NC 27954

DAYTIME TELEPHONE

2524732133

FACSIMILE NUMBER

2524732135

PAGER OR CELLULAR NUMBER

CERTIFYING OFFICIAL

OFFICIAL'S NAME

Bobby Owens

ORGANIZATION

Town of Manteo

OFFICIAL POSITION

Mayor

MAILING ADDRESS

PO Box 246

CITY, STATE, ZIP

Manteo, NC 27954

DAYTIME TELEPHONE

2524732133

FACSIMILE NUMBER

2524732135

PAGER OR CELLULAR NUMBER

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):
Town of Manteo

APPLICANT'S FISCAL YEAR (FY) START

MONTH: July

DAY: 1

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

56-6001279

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

028-000-134

CERTIFYING OFFICIAL'S SIGNATURE



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Title VI Nondiscrimination Policy Statement

The Town of Manteo operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Town of Manteo.

For more information on the Town of Manteo's civil rights program and the procedures to file a complaint, contact 252-473-2133, email [title.vi.complaint@manteonc.gov], or visit the Town Hall located at 407 Budleigh Street in Manteo, North Carolina, 27954.

A complainant may file a complaint directly with the Federal Transit Authority by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

To assure that appropriate program measures are implemented and monitored, Town Manager James Ayers is designated as the Town of Manteo's Title VI-coordinator [252-473-2133 or jayers@manteonc.gov].

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Title VI Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Town of Manteo (hereinafter referred to as "the Town") may file a Title VI complaint by completing and submitting the Town's Title VI Complaint Form. The Town investigates complaints received no more than 180 calendar days after the alleged incident. The Town will process complaints that are complete.

Once a complaint is received, the Town will review it to determine if it has jurisdiction. When a complaint is received by the Town, it will provide written acknowledgment to the complainant within 10 calendar days of receipt of the complaint. The Town will also inform the complainant in the acknowledgement letter whether the complaint will be investigated by the Town.

The Respondent(s) (the person(s) against whom the complaint was filed) will be notified by mail that he/she has been named in a complaint and informed of his/her rights under Title VI and related statutes. This letter also identifies the investigator's name and informs the respondent that he/she will be contacted for an interview.

The Town has 60 calendar days to investigate the complaint. If more information is needed to resolve the case, the Town may contact the complainant. The complainant has 15 calendar days from the date of the Town's letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or the Town does not receive the additional information within 15 calendar days, the Town can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case. In the event that an extension of the 60-day investigation period is needed, the Town will notify the complainant of the extension and provide an anticipated date upon which the investigation will be completed.

INVESTIGATION

The investigator shall prepare an investigative plan that captures, but is not limited to the following:

- Complainant(s) name and address;
- Respondent(s) name and address;
- Contract number (or project number) and contractor and/or subcontractor name(s), if applicable;
- Applicable law(s);
- Basis for the complaint;

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- Allegations, events or circumstances that caused the person to believe he/she has been subjected
- to discrimination;
- Appropriate information needed to address the issue;
- Name of persons to be interviewed and issues of which they have first-hand knowledge;
- Questions for the complainant, respondent, witness(es), etc.;
- Evidence to be obtained during the investigation; and
- Remedy sought by the complainant.

The investigation will address only those issues relevant to the allegations in the complaint.

- Confidentiality will be maintained to the fullest extent possible.
- Interviews will be conducted to obtain the facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case that the witness can provide firsthand information.
- Interviews may be recorded. Consent to record may be required if the interviewee is located outside of NC.
- A chronological contact sheet shall be maintained in the case file throughout the investigation.
- The interviewee may have representation of his/her choice at the interview.

After reviewing the complaint, and the facts and evidence gathered during the investigation, the investigator will issue one of two letters to the complainant: a closure letter or a letter of finding (a "LOF"). A closure letter summarizes the allegations, states that there was not a Title VI violation, specifically states the reasons for the decision, states that the case will be closed, and notifies the complainant of their options to appeal the decision. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 20 calendar days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

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Town of Manteo

Title VI of the Civil Rights Act Discrimination Complaint Form

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Town of Manteo (hereinafter referred to as "the Town") may file a written complaint with the Town within 180 days after the alleged discrimination occurred.

Section I:

Last Name:		First Name:		<input type="checkbox"/> Male	
				<input type="checkbox"/> Female	
Mailing Address:		City:	State:	Zip:	
Home Telephone:	Work Telephone:	Email Address:			

Section II:

Are you filing this complaint on your own behalf?		Yes*	No
*If you answered "yes" to this question, go to Section III.			
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party:			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes	No

Section III:

I believe the discrimination that I experience was based on (check all that apply):

- ☐ Race ☐ Color ☐ National Origin

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form or attach additional sheets of paper.

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Section IV		
Have you previously filed a Title VI complaint with the Town?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or in any Federal or State court?	Yes	No
If yes, check all that apply and identify the agency:		
<input type="checkbox"/> Federal Agency:		
<input type="checkbox"/> Federal Court:	<input type="checkbox"/> State Agency:	
<input type="checkbox"/> State Court:	<input type="checkbox"/> Local Agency:	
Please provide the following information about the agency/court where the complaint was filed:		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of Town Department complaint is against:		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature _____

Date _____

Please submit this form in person at the address below: Town of Manteo Title VI Coordinator 407 Budleigh Street Manteo, NC 27954	You may also mail this form to: Town of Manteo Title VI Coordinator PO Box 246 Manteo, NC 27954
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FOR OFFICE USE ONLY	
Date Complaint Received: _____	



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AUG 05 2020

RESOLUTION #2020-06
RESOLUTION STATING THE INTENT OF THE TOWN OF MANTEO TO
ANNEX PROPERTY OWNED BY THE TOWN OF MANTEO WHICH IS
CONTIGUOUS TO THE EXISTING MUNICIPAL BOUNDARIES

BE IT RESOLVED by the Board of Commissioner's of the Town of Manteo that:

Section 1. It is the intent of the Board of Commissioners, pursuant to G.S. 160A-31(g), to annex the property described in Section 2, which is owned by the Town of Manteo.

Section 2. The property which the Town intends to annex is an unimproved parcel of land, located on Roanoke Island, near the Town of Manteo having the address of 0 Sir Walter Raleigh St., being further identified on the Dare County Tax maps by PIN No. 988018304343 and shown as Parcel ID: #025502000 and being more particularly described as being all that property conveyed to the Town of Manteo via the deed recorded at Book 1953 and Page 496 of the Dare County Pubic Registry (the "Property").

Section 3. The Property is contiguous to the current municipal boundaries of the Town of Manteo.

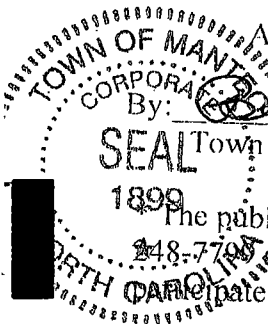
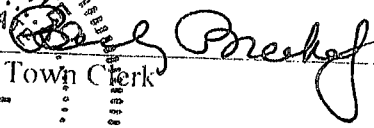
Section 4. A public hearing on the question of annexation of the property will be held at 407 Budleigh Street Town Hall, Manteo, NC and via teleconference* on September 2, 2020 at 6:30p.m.

Section 5. Notice of the public hearing shall be published once in the Coastland Times, a newspaper having general circulation in the Town of Manteo at least 10 days prior to the date of the public hearing.

Adopted this 5th day August of 2020


Mayor

ATTEST:


By: 
Town Clerk

The public may access the meeting by calling +1-253-215-8782, +1-301-715-8592, or +1-346-248-7799 and then entering Meeting ID of 622-572-789. Members of the public are welcome to participate in the Public Hearing segment.

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0707 90 911V

X Bank